

E.L. Bell Packaging Pty Ltd - Trading as BELPAK

ABN 73 082 221 109

9 AUDSLEY STREET, CLAYTON. VIC 3169

TELEPHONE (03) 9543 4822

Terms and Conditions of Trading Agreement Return to Credit Controller at address above

Company	Partnership/Sole Trader	Trustee Company
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Registered Name of Company _____
ABN No _____
Trading Name _____
Business Address _____

Postal Address _____

Telephone No _____ Fax No _____
Accounts Payable Contact _____
Accounts Payable Email Address _____
Commencement date of Business _____
Directors/Proprietors
1. _____
2. _____
3. _____

Have applicants ever been registered under any part of the Bankruptcy Act?
NO YES

Affiliated or Parent Companies _____
Bank _____ Branch _____ Account No _____
Are Business Premises: Owned/Leased/Mortgaged
Credit Applied For _____

TRADE REFERENCES/CREDIT PROVIDERS

Name	Phone	Accts Rec. Email
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

TERMS: 30 DAYS FROM INVOICE OR AS AGREED TO IN WRITING IN THE ACCEPTED AND SIGNED QUOTE.

The Customer and signatories appearing below hereby acknowledge receipt of a copy of the agreement and upon acceptance by the Company by way of written notice or the supply of goods or services AND HAVING READ the terms of the agreement attached hereto agrees to be bound accordingly. The Customer also agrees to the obtaining and use of credit information as stated in the terms and conditions of sale.

Signature of Authorised Representative _____
Full Name (Please Print) _____
Position _____
Date _____

BELPAK

TRADING AGREEMENT - CONDITIONS AND TERMS OF SALE

This contract and the conditions of sale shall be deemed to constitute the entire agreement between Belpak (Hereinafter referred to as the company) and the Customer and supersedes all prior agreements, arrangements, representations, terms, conditions, understandings or obligations of whatsoever nature between the Company and the Customer. The Customer's placing of an official order and the Company's acceptance of the order shall be deemed to constitute acceptance of this Contract and the terms and conditions of sale.

GENERAL

In these conditions of sale:-

"the Company" means Belpak (ABN 73 082 221 109) of 9 Audsley Street, Clayton South, Victoria, 3169.

"the Customer" means the person or company placing an order with the Company for the purchase of its goods or services.

"the Goods" means the goods and merchandise or services supplied by the Company under its contract with the Customer.

VICTORIAN LAW

Notwithstanding any implication of law to the contrary, all contracts between the Customer and the Supplier shall be deemed to be made and construed and to be enforceable in and according to the laws of the State of Victoria and any dispute arising between the parties will be heard in the appropriate court nearest Melbourne.

CUSTOMER MATERIAL ETC

The Customer acknowledges and agrees that it is the Customer's sole responsibility to ensure that materials, designs, drawings, specifications, procedures etc which are provided by or on behalf of the Customer, to be used by the Company in meeting any orders, are correct and appropriate in every particular and will be relied upon by the Company.

The Customer agrees that any of its materials or property used by the Company in the production of any product or the provision of any services shall be at the Customer's risk in all things and be of merchantable quality and fit for the purpose.

All unused product and empty drums/containers of the Customer will be returned to the customer at their expense following completion of the order, otherwise a storage and/or dumping charge will apply.

ORDERS

All orders and any amendment thereto must be faxed to the Company. No alteration to the original order will be accepted by the Company, unless agreed to in writing, once the raw materials have been ordered by the Company.

Orders placed with the Company cannot be cancelled without the written approval of the Company. In the event that the Company accepts cancellation of any order placed with it, it shall be entitled to charge a reasonable fee for any work performed on behalf of the Customer to the date of cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.

The Customer agrees to purchase any remaining rewind or other materials should they choose to either change suppliers or discontinue the product.

Rewind will be purchased in line with the customer forecast provided. Typically this will be 1-3 months stock of packaging materials. Bell reserves the right to invoice materials purchased on behalf of customers where materials have remained in stock more than an 8 week period. Materials will be invoiced at cost and deducted from future orders.

For one off and specific quantity orders that are not to be repeated within 3 months, the full volume of product packed into the laminate will be supplied. While every care will be taken to ensure the correct quantity per order is supplied, there are occasions when the master roll length and printed rewind supplied may vary $\pm 20\%$ for orders under 250 kgs and \pm for orders over 250 kgs which can result in an over or under-run which will be invoiced accordingly.

QUOTATIONS AND INVOICES

The company reserves the right to amend any errors and omissions in quotations and invoices, and to charge increases in export duty and other government charges to the Customer's account. Subject to the above exclusions and unless otherwise stated, written quotations remain firm for ten business days.

All sales are made by the Company at its ruling price at the time of delivery. GST and other government imposts will be to the Customer's account. The Customer will provide the Company with its ABN number.

DELIVERY

While every effort is made to meet the Customer's particular requirement, the Company will be under no obligation to accept cancellation or amendments to an order or part of an order or return of goods where the Company can or have properly supplied the correct goods.

PAYMENT

Payment is to be made, unless otherwise agreed to in writing, by cash, cheque, bank cheque or Electronic Funds Transfer and without deduction, within 30 days from invoice date, or in accordance with the trading terms agreed to in the signed and accepted quote. The company reserves the right to withhold further deliveries until payment is received of any overdue amount.

Should the Customer default in payment of any monies due under this Agreement then all monies due to the Company shall immediately become due and payable and shall be paid by the Customer within seven (7) days of the date of demand. The Company shall be entitled to charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the Company receives payment at the prevailing bank rate plus 3%.

Should payment remain outstanding beyond the Company's payment terms, the Customer will pay to the Company the costs and expenses incurred by it or its solicitors, legal advisers, mercantile agents and other parties acting on the Company's behalf in respect of anything instituted or being considered against the Customer, whether for debt, possession of any products or otherwise.

RISKS AND OWNERSHIP

The risk in the products supplied passes to the Customer upon delivery of the goods to the Customer's carrier or to the Customer, whichever occurs first.

Property in goods supplied by the Company to the Customer will not pass to the Customer, until the customer has discharged all outstanding indebtedness to the Company whatsoever. Until such time as property in the goods has passed to the Customer, the Customer is only at liberty to sell the goods in the ordinary course of its business as agents for the Company. Until such time as property in the goods has passed to the Customer the Customer shall store the goods so they are clearly identified as the property of the Company.

Should the goods be lost or damaged for any reason whilst in the care, use or control of the Customer after delivery, and prior to payment the Customer shall indemnify the Company for such loss, damage, or non payment, to at least the extent the Company has suffered loss, or for unspecified damages, should additional consequential loss to the Company occur as a result of the loss or damage to the goods in the customers care, use or control.

The Customer irrevocably gives the Company, its agents and servants, leave and license, without the necessity of giving notice to enter at any time on and into the premises occupied or controlled by the Customer, forcibly if necessary, to inspect, search for and remove any of the goods in which the property has not passed to the Customer if any debt owing from the Customer to the Company is not paid by the due date.

SHORTAGE AND ERRORS DAMAGE

The Customer must inspect the goods on arrival and immediately give the Company notice in detail of any shortage, error or damage. No claims will be considered unless notified in writing to the Company within five (5) working days of the Customer's receipt of the goods.

RETURNS

All returns must be authorised by the Company. All freight costs incurred in returning goods to the Company will be at the cost of the Customer unless the Company has agreed to accept the return freight costs. A condition of such agreement is that the Customer must use the freight carrier nominated by the Company.

DELAY

The company shall not be liable for any delay in manufacture, shipment or delivery due to any cause whatsoever outside the control of the Company. In the event of any such delay the due time for delivery shall be extended by the period of the delay and the Customer shall be bound to accept the goods and pay the price notwithstanding any such delay, without deduction from the sale price agreed to.

LIABILITY

The Company shall not be liable to the Customer for loss of profits or any loss, injury, damage cost or expense suffered by the Customer and arising from the use or operation of the goods or the failure of the Company to observe and fulfil its obligations hereunder. Any liability of the company will be decided by the Company at its discretion and will be limited to (1) the replacement of the goods or the supply of equivalent goods; or (2) the repair of the goods; or (3) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (4) the payment of the cost of having the goods repaired within a reasonable time after any such breach, or in the case of Services (1) the supplying of the services again; or (2) the payment of the cost of having the services supplied again.

WAIVER

Variation in the application of these trading terms will not operate as a waiver of these terms nor preclude any other further application of those trading terms.

APPLICATION FOR CREDIT

If asked to provide credit facilities the Customer acknowledges that the Company may at any time obtain a report on the Customer or its beneficial owners concerning commercial activities, credit worthiness, credit standing, credit history and/or Solvency from

1. Any business which provides information about the Commercial Credit worthiness of the persons or entities and/or personal credit information about the Application or its Beneficial Owners.
2. Any Mercantile agency to either support this Application to assist in the collection of any debt
3. Any supplier or party nominated by the Customer in the Application as a Trade Referee
4. Any other creditor of the Applicant who is a Credit Provider as defined by the Privacy Act

The Customer hereby gives to Belpak the following authority which shall continue unless revoked by 7 days notice in writing to the Company. If they are or become a customer of the Company and names the Company as a trade referee to another party, the Company may disclose details of its commercial trading with the Customer and is hereby indemnified against all loss or damage suffered by the Applicant due to the authorised release of such information.

TO BE SIGNED BY ALL PARTNERS, DIRECTORS OR TRUSTEES

The customer accepts the Company's General Terms and Conditions of Sales as detailed herein.

Acknowledged by:

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant signature

Applicant signature

Applicant Name (Please Print)

Applicant Name (Please Print)

Applicant signature

Applicant signature

Date:
